

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681590

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900647447		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C & W Motors, Inc.		08/31/2021	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Oaktree Fund Administration, LLC		
Street Address:	333 S. Grand Avenue, 28th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3013368	RIDENOW	
Registration Number:	4193524	RIDENOW POWERSPORTS	
Registration Number:	4193525	RIDENOW POWERSPORTS	
Registration Number:	2904685	AMERICA'S POWERSPORTS	
Registration Number:	3232828	WOODS FUN CENTER	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202.887.4262		
Email:	dlee@akingump.com, dc_ipdocketing@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	2001 K Street, NW		
Address Line 2:	Akin Gump Strauss Hauer & Feld LLP		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	David C. Lee		
SIGNATURE:	/David C. Lee/		
DATE SIGNED:	10/18/2021		

Total Attachments: 5

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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated August 31, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Oaktree Fund Administration, LLC, a Delaware limited liability company (“OFA”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, RumbleOn, Inc., a Nevada corporation, as the borrower (“Borrower”), OFA, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Term Loan Credit Agreement dated as of August 31, 2021 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto including all goodwill associated therewith or symbolized thereby (excluding any Excluded Property) (the “Collateral”).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

C&W Motors, Inc.,
as Initial Grantor

By: 
Name: Marshall Chesrown
Title: Chief Executive Officer

America's Powersports, Inc.
as Initial Grantor

By: 
Name: Marshall Chesrown
Title: Chief Executive Officer

OAKTREE FUND ADMINISTRATION, LLC,
as Collateral Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member


By: Christine Pope
Name: Christine Pope
Title: Managing Director

By: Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark Registrations and Trademark Applications

Jurisdiction	Trademark	Application/ Registration Number	Application/ Registration Date	Owner/ Applicant
U.S. Federal	RIDENOW	RN: 3013368 SN: 78483793	September 13, 2004 November 8, 2005	C & W MOTORS, INC.
U.S. Federal	RIDENOW POWERSPORTS	RN: 4193524 SN: 85460917	Oct. 31, 2011 August 21, 2012	C & W MOTORS, INC.
U.S. Federal		RN: 4193525 SN: 85460920	Oct. 31, 2011 August 21, 2012	C & W MOTORS, INC.
U.S. Federal	AMERICA'S POWERSPORTS	2904685	November 23, 2004	AMERICA'S POWERSPORTS, INC.
U.S. Federal	WOODS FUN CENTER	3232828	April 24, 2007	AMERICA'S POWERSPORTS, INC.